

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Lordstown Motors Corp., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10831 (MFW)
(Jointly Administered)

Re: Docket No. ____

**ORDER (I) AUTHORIZING THE ASSUMPTION OF CERTAIN
EXECUTORY CONTRACTS, (II) FIXING CURE COSTS IN
CONNECTION THERETO, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”) pursuant to sections 105 and 365 of the Bankruptcy Code, (a) authorizing the assumption of certain executory contracts, as set forth on **Schedule 1** attached hereto, (b) fixing cure costs to the Cure Amounts as set forth on Schedule 1 attached hereto, and (c) granting related relief, as more fully set forth in the Motion; and the Court having found that it has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*, dated February 29, 2012 (Sleet, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice of the Motion having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing having been held, if

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corporation (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Debtors’ service address is 27000 Hills Tech Ct., Farmington Hills, MI 48331.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

necessary, to consider the relief requested in the Motion (the “**Hearing**”); and the record of the Hearing, if any, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and all other parties-in-interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Each of the executory contracts set forth on **Schedule 1**, attached hereto, are assumed by the Debtors.
3. Any claim held by the Debtors against the Counterparties, whether or not such claims arise under, are related to the assumption of, or are independent of the Contracts, are fully preserved.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, extent, perfection, priority, allowability, enforceability, or character of any claim or any security interest which purportedly secures such claim or other asserted right or obligation, or a waiver or other limitation on the Debtors’ ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract pursuant to section 365 of the Bankruptcy Code, except as specified herein, and nothing herein otherwise

affects the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party, except as specified in this Motion; (f) granting third-party beneficiary status or bestowing any additional rights on any third party; (g) being otherwise enforceable by any third party; or (h) an admission by the Debtors that such Contract is, in fact, executory.

5. The Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtor pursuant to section 365 of the Bankruptcy Code, subject only to the payment of the Cure Amount, if any. Subject to the payment of the aforementioned Cure Amount, if any, to the non-Debtor counterparties to each Contract, such counterparties are without basis to assert against the Debtor, among other things, any defaults, breaches or claims of pecuniary losses existing as of the entry of this Order or by reason of the entry of this Order.

6. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1) of the Bankruptcy Code.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

The Contracts

Lordstown Motors Corp., et al. ,
Schedule 1: Assumed Executory Contracts

No.	Counterparty	Contract	Counterparty Address	Debtor*	Cure Amount
1	Complete Discovery Source, Inc.	SOW dated December 16, 2020	250 Park Avenue, Floor 18 New York, NY 10177	LEVC	\$15,158.09
2	E*TRADE Financial Corporate Services, Inc.	Equity Edge Online and Employee Stock Plan Services Agreement dated October 5, 2020	3 Edison Drive Alpharetta, GA 30005	LEVC	\$0.00
3	E*TRADE Financial Corporate Services, Inc.	Amendment #3 to Equity Edge Online and Employee Stock Plan Services Agreement	3 Edison Drive Alpharetta, GA 30005	LEVC	\$0.00
4	Intrado Digital Media, LLC	Purchase order 118860 dated April 27, 2023	11808 Miracle Hills Drive Omaha, NE 68154	LEVC	\$0.00
5	Paylocity Corporation	Paylocity Corporation Full Bundle Subscription Term Agreement dated October 23, 2019	1400 American Lane Schaumburg, IL 60173	LEVC	\$0.00
6	Toppan Merrill Bridge	Proposal re: Pre-IPO Collaboration to Post-IPO Disclosure Management dated August 14, 2020	1501 Energy Park Drive St. Paul, MN 55108	LEVC	\$0.00
7	Vestige Ltd dba Vestige Digital Investments	Purchase order 109088 dated May 19, 2021	23 Public Square, Suite 250 Medina, OH 44256	LEVC	\$0.00
8	Paylocity Corporation	Paylocity Corporation Full Bundle Subscription Term Agreement dated October 23, 2019	1400 American Lane Schaumburg, IL 60173	LEVS	\$0.00
9	American Stock Transfer & Trust Company, LLC d/b/a Equiniti Trust Company, LLC	Transfer Agency and Registrar Services Agreement dated February 27, 2019	6201 15th Avenue Brooklyn, NY 11219	LMC	\$0.00
10	E*TRADE Financial Corporate Services, Inc.	Statement of Work for Stock Split Support Services	3 Edison Drive Alpharetta, GA 30005	LMC	\$0.00
11	FTI Consulting Technology LLC	Engagement Letter Agreement and Data Protection Addendum dated March 22, 2021	16701 Melford Blvd, Suite 200 Bowie, MD 20715	LMC	\$15,974.85
12	Intrado Digital Media, LLC	Master Agreement dated October 18, 2022	11808 Miracle Hills Drive Omaha, NE 68154	LMC	\$0.00
13	Intrado Digital Media, LLC	Order Form dated October 18, 2022	11808 Miracle Hills Drive Omaha, NE 68154	LMC	\$0.00
14	Kurtzman Carson Consultants LLC	KCC Agreement for Services dated May 24, 2023	222 N Pacific Coast Highway, 3rd Floor El Segundo, CA 90245	LMC	\$0.00
15	Skynet Innovations	Enterprise Managed Services Contract	350 E Main Street, Suite 200 Batavia, OH 45103	LMC	\$0.00
16	TERIS-Phoenix, LLC	Statement of Work dated March 14, 2023	11333 N. Scottsdale Road, Suite 294 Scottsdale, AZ 85254	LMC	\$31,065.18
17	Toppan Merrill LLC	Proposal re: SEC Connect dated February 25, 2021	1501 Energy Park Drive St Paul, MN 55108	LMC	\$0.00
18	Vestige Digital Investigations	Service Agreement SOW dated November 6, 2020	23 Public Square, Suite 250 Medina, OH 44256	LMC	\$3,705.00

* As used herein "LMC" refers to Lordstown Motors Corporation and "LEVC" refers to Lordstown EV Corporation.